

**AGREEMENT**

**CANTERBURY BOARD OF EDUCATION**

**AND**

**CANTERBURY BUS DRIVERS ASSOCIATION**

**JULY 1, 2014 – JUNE 30, 2017**

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This agreement is made and entered into this 28th day of June 2011 by and between the Canterbury Bus Drivers Association (hereinafter referred to as the Association) and the Canterbury Board of Education (hereinafter referred to as the Board). The Board recognizes the Association as the sole and exclusive bargaining agent for employees of the Board who are employed to drive school buses.

### **Purpose**

This agreement was negotiated in order to fix the wages and all other conditions of employment provided herein.

This agreement shall constitute the policy of the Board and the Association in subject areas covered by this agreement for the period stated herein. Nothing in this agreement shall be deemed to derogate or impair the powers and responsibilities of the Board under the statutes of the State or the rules and regulations of any agencies of the State, except as expressly modified herein. Said rights and powers include, but in no way are construed as limited to, the subjects mentioned in this agreement.

All rights, powers, and responsibilities not covered by this agreement shall be retained solely by the Board and are not subject to a grievance-arbitration proceeding.

### **Article 1 Recognition**

1.1 This agreement is in effect for employees of the Board who have signed a contract to drive school buses for the Canterbury school system.

### **Article 2 Wages**

2.1 **A. Hourly Rate** –All drivers hired prior to July 1, 2011 and have continuously been assigned a regular run will receive the following rate increase:

2014-15	2015-16	2016-17
2%	2%	2%
18.56	18.94	19.31

**B. New Hires Hourly Rate-** All drivers hired after Jul 1, 2011 and have continuously been assigned a regular run will be placed on the following wage scale:

	2014-15	1015-16	2016-17
Step 1 (zero to 3 years)	16.48	16.81	17.15

Step 2 (4 to 6 years)	17.26	17.60	17.92
Step 3 (7 to 12+ years)	17.60	17.92	18.28

Drivers will advance a step as years of experience are completed. New hires will be placed on the step appropriate to their school bus driver experience.

**Substitute drivers** should be placed on the scale according to their experience.

**Van drivers-** a driver with a CDL with only a passenger endorsement shall be paid \$15.00 per hour for 2014-15, for 2015-16 paid \$15.30 per hour and 2016-17 paid \$15.61 per hour.

2.2 All new employees hired after July 1, 2011 will be subject to a 90-day probationary period with no eligibility for benefits during the said probationary period. No employee shall obtain seniority or other rights (including holiday, sick or personal days) until she/he has been continuously on the payroll of the Board for a period on ninety (90) days. After sixty (60) days new employees eligible for health insurance benefits as set for in Article 6.2, have insurance effective upon the first day of the following month. Until expiration of such period she/he shall be on probation and may be terminated by the administration for just cause and neither the employee, nor the association on her/his behalf, shall have recourse to the grievance provisions of this Agreement. An employee, after completion of her/his probationary period, shall acquire seniority commencing on the date of her/his employment

2.3 **Minimum Payment** – All drivers will receive payment for a minimum of two (2) hours of time for the completion of any run.

2.4 **Extra pay for extra work** – In the event that a “breakdown” occurs during the morning or afternoon runs, any driver assigned a route for the time in question shall assist without any additional compensation. In the event that a driver’s schedule changes or a driver is required to work additional time to provide transportation for students attending schools on a different schedule, he/she shall be paid for the additional time worked. Payment for extra work must be authorized by the Superintendent.

In the event a driver is called in from home to report to work, they will be paid a minimum of two (2) hours. This minimum will not apply if the additional time worked is attached to a driver’s regular run. Additional payment will be for the additional time worked.

2.5 **Payment for safety instruction and proficiency test** –1. All drivers participating in the safety instruction program required for renewal by the state mandate of (6) hours will be paid for the time involved for the meeting(s). This is subject to change as state mandates are legislated. 2. All drivers participating in the training with the safety trainer preparing for their proficiency test will be paid for the time involved not to exceed four (4) hours. 3. All drivers on the day of taking their proficiency test with the inspector will be paid for the time involved.

- 2.6 **Special education runs** – If a special education run is attached to a regular education run in the morning, the driver will be paid from the time the last regular education student is dropped off until the bus is returned to the bus garage and cleaned.

In the afternoon, if a special education run is attached to a regular education run, the time charged for special education will begin when the driver picks up the bus until the last special education student is dropped off.

### **Article 3 Sick Leave**

- 3.1 *A sick day shall be considered the usual number of hours that a specific driver works.*
- 3.2 During the first through fifth year under contract, drivers will receive eight (8) sick days per year cumulative to thirty (30) with no provisions for payment of unused sick leave.
- 3.3 Starting with the sixth year, drivers will receive ten (10) sick days per year cumulative to thirty (30) and become eligible for partial payment of unused sick leave. Payment for unused sick leave will be calculated as follows:  
(1/2) x (number of unused sick days in excess of 30 as of the last school day of the year)  
x (length of time driven by the driver on an average school day)

In the year of retirement, provided the employee has worked under contract as a driver for the Board for at least ten (10) years immediately prior to retirement (including the last), and the driver has attained fifty-five (55) years of age or has a certified disability that results in the employee's inability to continue as a driver, the driver will be paid for unused accumulated and current sick days. Payment for unused sick leave shall be calculated as follows:

(1/2) x (number of unused sick days as of the last day of school) x (length of time driven by the driver on an average school day)

- 3.4 Four (4) sick days may be used as personal days for compelling household or family matters. Approval must be secured by the administrator in charge of the drivers.

### **Article 4 Holidays**

- 4.1 Driver's eligible for holidays under this contract are entitled to eleven (11) paid holidays; Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday and Memorial Day. Drivers will be paid for the number of hours they would normally drive on a given day.

**Article 5  
Funeral Leave**

- 5.1 In the event of death of a member of the immediate family, three (3) paid bereavement days will be granted. Members of the immediate family shall include wife, husband, mother, father, grandmother, grandfather, grandchildren, step-mother, step-father, step-child, sister, brother, daughter, son, mother-in-law, father-in-law, brother-in-law, sister-in-law, or other relative who is an actual permanent resident of the employee's household.

**Article 6  
Insurance**

- 6.1 For drivers who are under contract to work four (4) or more hours per day, the Board shall provide the following benefits:
- a. Individual, individual plus one or family health and, dental insurance under the district's current health insurance plan.
  - b. Group life insurance for the employee only in the amount of \$30,000 with accidental death and dismemberment rider.
  - c. Short term disability insurance of \$100 for twenty-six (26) weeks (employee only) coverage, in accordance with the Board's insurance plan.
  - d. Drivers under the Progressive Scale for New Employees Hired After July 1, 2011 will be granted insurance and benefit eligibility as above after six (6) or more hours per day.
- 6.2 Effective July 1 of each school year, employees shall pay a portion of their insurance premiums according to the following schedules. Employees may elect to change plans during annual open enrollment periods.

1. Preferred Provider Plan

School year	Copayment
2014-2015	16.5%
2015-2016	17%
2016-2017	18%

2. Health Savings Account (HSA)

The Board will fund fifty percent (50%) of the applicable HSA deductible amount for full time employees. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts throughout the course of the year, on the Board's payroll dates. The parties acknowledge that the Board's fifty percent (50%) contribution towards the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible will be funded for actively employed employees. The Board shall have no obligation to fund any

portion of the HSA deductible for retirees or other individuals upon their separation from employment.

The Premium Share for the HSA plan described herein shall be:

School Year 2013-2015..... Eight Percent (8%)

School Year 2015-2016..... Nine Percent (9%)

School Year 2016-2017..... Nine Percent (9%)

Note: Sec. 6.2 (2) is removed; Sec 6.2 becomes Sec 6.2 (2) remains the same with the exception of the Premium Share.

3. Sec 6.2 (3) All dental plans will have a 16% premium share for the duration of the Agreement.

6.3 The Board maintains the prerogative to change insurance carriers with three (3) weeks' advance notice to the bargaining unit provided that the new plan's benefits are comparable, but not significantly less than, the current plan's benefits.

Insurance coverage for drivers with less than six (6) months of service in the town of Canterbury, who are unable to perform their duties, will terminate when all their sick leave has been used.

Insurance coverage for drivers with more than six (6) months and less than three (3) years of service in the town of Canterbury, who are unable to perform their duties and have used all their sick leave, will terminate after thirty (30) calendar days.

Insurance coverage for drivers with three (3) to ten (10) years of service in the town of Canterbury, who are unable to perform their duties and have used all their sick leave, will terminate after sixty (60) calendar days.

Insurance coverage for drivers with more than ten (10) years of service in the town of Canterbury, who are unable to perform their duties and have used all their sick leave, will terminate after ninety (90) calendar days.

6.4 Under the Consolidated Omnibus Budget Reconciliation Act (COBRA), drivers have the option of continuing health coverage for eighteen (18) months after their employment is terminated.

6.5 Employees may elect to carry health insurance upon retirement at the group rate at their own expense as long as the carrier agrees.

## **Article 7 Reimbursement for Physicals**

7.1 Any physical required by the Department of Transportation will be covered in full, if service is provided by the District approved vendor. All other physicals required by the

Department of Transportation using other vendors will be reimbursed up to the maximum of \$75.00.

### **Article 8 Drug Testing**

- 8.1 The Board shall arrange and pay for random, return-to-duty, and follow-up drug and alcohol testing as required by the Omnibus Transportation Employee Testing Act of 1991. Testing will be done on-site if possible.

### **Article 9 Termination**

- 9.1 Individual contracts/agreements may be terminated by either party for due cause provided written notice is submitted to the other party two (2) weeks before the effective date of such termination.

### **Article 10 Seniority**

- 10.1 All Canterbury drivers who sign a contract to drive a run on a daily basis shall be considered full time. Seniority will be based on date of hire of continuous service.
- 10.2 The seniority of spare drivers will be based on date of hire.
- 10.3 Any spare driver taking a full-time run moves onto the full-time seniority list, however, seniority will start on the date of change.
- 10.4 A list of runs will be given to drivers at least one (1) week prior to the start of school year with a complete description of the route, grades, and time involved. All runs will be chosen by seniority.
- 10.5 Any run that becomes available after routes are chosen will be reopened and chosen by seniority. All drivers will receive notification of a run that becomes available except in an emergency situation. In the case of an emergency situation, a meeting will be called.
- 10.6 When runs are posted, the description should include, whenever possible, a statement as to the fact that the run is a typical school year run, or an extended one into the summer months.
- 10.7 Summer only runs, including special education runs, will be posted prior to the start of the summer or as soon as possible, once the need for a run is identified. All runs will be chosen by seniority, except for special education runs, which the school administration believes that unique student needs exist and warrants an exception to the seniority assignment of drivers. In situations of this nature, the school administration will meet



with the leadership of the Bus Driver's Association and provide rationale for any needed exception to the seniority rule without releasing any confidential student information.

## **Article 11 Grievance Procedure**

- 11.1 **Definition** – A grievance is defined as a written complaint by a member or members of the Association, alleging a specific violation, misapplication, or misinterpretation of any provision of this agreement.
- 11.2 A grievance filed at any level must be in writing and must contain the following information:
- a) the name(s) of the grievant(s);
  - b) a statement of the nature of the grievance;
  - c) a statement of the provision(s) of the contract allegedly violated, misapplied, or misinterpreted;
  - d) the result of previous discussions or decisions, if any;
  - e) the grievant's dissatisfaction with decisions previously rendered, if any;
  - f) the remedy requested by the grievant.
- 11.3 **Informal procedures** – A grievant shall discuss the matter with the Transportation Coordinator with the object of resolving the matter informally the grievant has the right to have an Association member present if she/he requests it, but in no way should postpone the discussion beyond seven (7) working days from the Transportation Coordinators meeting request.
- 11.4 **Formal procedures**
1. If the grievance isn't resolved through the informal meeting, the grievant shall submit a letter with the necessary information to the transportation coordinator to be submitted to the superintendent. The grievant shall have seven (7) working days to submit such letter from the date of the informal hearing.
  2. Within seven (7) working days of receipt of the grievance, the superintendent will meet with the grievant and the Transportation Coordinator. A written decision will be issued by the Superintendent within seven (7) working days of the meeting. After eight (8) days if the grievant has not received a letter she/he may proceed to the next step.
  3. If the grievance is not resolved at step 2, the grievant/or the transportation coordinator may submit said grievance to the Board within seven (7) working days. The Board will hear the grievance within 30 days or at the next regularly scheduled meeting.
  4. If the grievance is not resolved at step 3, the grievant may submit within fourteen (14) working days said grievance to the State Board of Mediation and Arbitration. The arbitrator shall have no power to add or subtract from the agreement, and any award shall be binding on both parties. The expense of the arbitration is shared equally between the Board and the Association.

5. If the grievant does not meet the time limits for submission to the next step, the grievance will be presumed settled. If the employer does not meet the time limits, the grievance may be automatically processed at the next step. Extensions may be granted by mutual consent of both parties and must be recorded in writing; such extensions must be signed by the grievant, transportation coordinator, and superintendent.

## **Article 12 Payroll Deductions**

- 12.1 Drivers shall be eligible to participate in a tax-sheltered annuity plan pursuant to United States Public Law No. 87-370 and the credit union.
- 12.2 Subject to law, including the rules and regulations of the Internal Revenue Service, the Board shall maintain a Section 125 salary reduction program which shall be designated to permit exclusion from taxable income the employee's share of health insurance premiums.
- 12.3 Deduction authorization forms must be submitted to the payroll department at least two (2) weeks in advance of the date that any deduction change is to become effective.
- 12.4 A driver will have his/her entire paycheck deposited in the financial institution of his/her choice.

## **Article 13 Employee Expenses**

- 13.1 Employees who are authorized in advance to use their own vehicles for school business shall be entitled to compensation at the rate of reimbursement established by the IRS.

## **Article 14 Savings Clause**

- 14.1 If any section, sentence, clause or phrase of this agreement shall be held for any reason to be inoperative, void or invalid:
  - a. the parties agree to negotiate immediately a substitute for the invalidated section, sentence, clause or phrase;
  - b. the remaining sections of this contract will remain in full effect. It is not the intention of either party to render the entire contract null and void because one part may be found inoperative, void, or invalid.

15.1 The provisions of this agreement shall be effective as of July 1, 2014, and shall continue in full force and effect to and including June 30, 2017.

For the Board,

For the Association,

\_\_\_\_\_  
Walt Petruniw                      Date  
Chairperson

\_\_\_\_\_  
Diane Davis                      Date

\_\_\_\_\_  
Diane Parker                      Date

The following MOU will be deleted from this contract. New language incorporates it.

**MEMORANDUM OF AGREEMENT**

Effective Wednesday, Nov. 14, 2012, the following modifications will be made to the collective bargaining agreement between the Canterbury Board of Education (hereinafter referred to as the Board) and the Canterbury Bus Drivers Association (hereinafter referred to as the Association).

Article 2 Wages

(To Add in Paragraph B- New Hires)

**New Hires with previous school bus driving experience of at least one school year and licensed to drive now ( CDL B & P, S)**

11/14/2012-6/30/2013 \$16.00

7/1/2013-6/30/2014 \$16.16

**New Hires with previous school bus driving experience of at least three school years and licensed to drive now ( CDL B & P, S)**

11/14/2012-6/30/2013 \$16.75

7/1/2013-6/30/2014 \$16.92

Therefore, Steve Pike, Gloria Williams and Leslie D'Anna, all hired with previous public school driving experience, will be paid at the rate of \$16.75 per hour effective 11/14/2012.

**VAN DRIVER**

11/14/2012-6/30/2013 \$16.00 Once a driver gets P & S they are bus drivers from our point-of-view

7/1/2013-6/30/2014 \$16.16

Ken Clancy, a new hire this year, upon completion of a full school year of driving in Canterbury, will be paid \$16.16 per hour from 7/1/2013-6/30/2104 for each hour that he works as a driver for the Canterbury Public Schools

Each new hire will be reimbursed, upon submission of accepted documentation, for up to \$100 of employment-related and mandatory expenses after completing 90 days of work for the Canterbury Public Schools

*Richard G. Parkening*  
11/13/2012

*Donna Bond*  
11/15/12